

TRANSFER OF SERVICE AGREEMENT FOR E-RATE FUNDED ENTITIES

This Transfer of Service Agreement ("TSA") assigns the specific services defined below in Appendix A (the "Services") from CENIC to Customer pursuant to the terms of this TSA and pursuant to the Master Agreement between SERVICE PROVIDER and Customer, last executed on 21/12/18 (the "Customer Contract Documents").

Service Provider and CENIC have entered into a Master Agreement dated 4/13/16 as may be amended from time to time ("CENIC Master Agreement"). Service Provider and CENIC have entered into the following (list type of document: amendment, service order, etc.) attached to the CENIC Master Agreement:

- *List of relevant documents*

The assignment being consummated under this TSA is authorized and allowed in the CENIC MSA and or (documents). This TSA is effective upon execution by CENIC, the Customer and Service Provider ("Effective Date") with the Service(s) under this TSA beginning July 1, 2018 (the "Service Transfer Date"). Prior to the Service Transfer Date, the Service(s) will be provided by Service Provider to CENIC under the terms of the CENIC Master Agreement and the applicable (amendment, service order, etc.)

Service Provider, CENIC and Customer hereby agree as follows:


1. The Customer hereby agrees to be bound by the terms and conditions in this TSA.
2. By executing this Agreement, CENIC, Customer and Service Provider consent to CENIC's assignment of the Services to Customer, and Customer's assumption of all of the obligations contained in this TSA. CENIC understands that it will no longer be Service Provider's customer for the Services after the Service Transfer Date.
3. Customer assumes all of the obligations of CENIC with respect to the Services as of the Service Transfer Date. These obligations are further defined in the Customer Contract Documents. This assignment does not relieve or discharge CENIC from liability for any obligations for the assigned Services existing as of the Service Transfer Date, including but not limited to all past due indebtedness existing as of the Service Transfer Date.
4. Customer is responsible for applying for E-Rate funding for eligible Services commencing on the Service Transfer Date. Service Provider will abide by all relevant E-Rate rules and guidelines for E-Rate vendors.
5. Service Provider shall bill Customer and Customer shall pay Service Provider pursuant to this TSA and the applicable terms and conditions in the Customer Contract Documents.
6. This TSA shall become effective as of the Effective Date and, unless sooner terminated as provided herein, shall remain in effect as long as the Services are provided by Service Provider under the Customer Contract Documents.
7. Prior to the Service Transfer Date, if any party fails to perform or observe any material warranty, representation, term or condition of this TSA, including non-payment of charges, and such failure continues unremedied for 30 days after receipt of notice, the aggrieved

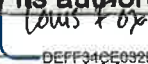
party may terminate the affected Service and, if the breach materially and adversely affects the entire TSA, terminate the entire TSA.

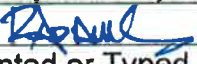
8. Each party hereto acknowledges that it has reviewed the terms and conditions of the TSA. Whenever any notice or demand is to be given under this TSA to any party, the notice shall be in writing. Notices shall be in writing and shall be hand delivered to the other Party, (i) in person, (ii) by certified mail, return receipt requested, postage prepaid (iii) by traceable overnight delivery, (iv) by facsimile, electronically confirmed and followed immediately by U.S. Mail (v) or by email notification. Notice will be effective upon delivery. Notices delivered by any other method shall be deemed given upon receipt.

THIS TSA HEREIN CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THIS TSA SUPERSEDES ALL PRIOR AGREEMENTS, PROPOSALS, REPRESENTATIONS, STATEMENTS OR UNDERSTANDINGS, WHETHER WRITTEN OR ORAL CONCERNING THE SERVICES. THIS TSA SHALL NOT BE MODIFIED OR SUPPLEMENTED BY ANY WRITTEN OR ORAL STATEMENTS, PROPOSALS, REPRESENTATIONS, ADVERTISEMENTS, SERVICE DESCRIPTIONS OR YOUR PURCHASE ORDER FORMS NOT EXPRESSLY SET FORTH HEREIN.

CONFIDENTIAL

Customer (New) (by its authorized representative)
By: 
Printed or Typed Name: Tom Byars
Title: Interim Superintendent
Date: 2-15-18

<small>DocuSigned by:</small> CENIC (by its authorized representative)
By: 
<small>DEFF34CE032E41F...</small> Printed or Typed Name: Louis Fox
Title: President & CEO
Date: 2/14/2018

Service Provider (by its authorized representative)
By: 
Printed or Typed Name: Ryan Adams
Title: President
Date: February 5, 2018

Appendix A ASSIGNED SERVICES

Service Type	Circuit ID	Address A	Address Z
100/100 Mbps Clear Fiber	Hot Springs Elementary	40505 Hot Springs Dr. California Hot Springs, CA 93207	6200 Mooney, Blvd. Visalia, CA 93278

Agreement: Hot Springs Elementary

Agreement Name: * Hot Springs Elementary

Opportunity:

Agreement Type: * Internet Service

Customer PO:

Start Date: * Wed 04/13/2016

Cancel:

End Date: * Tue 12/14/2021



No End Date

Cancellation At Risk:

Location: * Ventura HQ



Restrict

Department: * Operations



Restrict

SLA: Standard SLA

Agreement Search > Additions > Agreement Addition
Hot Springs Elementary

< Agreement Additions 3 Adjustments 0 Agreements 0 Work Roles 0 Work Types 0 Sites 0 Invoice 14 Service 1

< + History v

Additions

Product ID: * ClearFiber 100/100 Mbps Bus

Sequence:

3.00

Description: ClearFiber - Retail Layer 3 Business 100/100 Mbps

Bill Customer: * Billable

Total Quantity: 1.00

UOM:

Month

Less Included: 0.00

Ext Price:

355.00

Quantity to Bill: 1.00

Ext Cost:

0.00

Unit Price: 355.00

Margin:

355.00

Unit Cost: 0.00

Taxable

Effective Date: * Sun 01/01/2017

Cancelled Date:

Serial Number:

Opportunity:

Product Invoice Description

ClearFiber(tm) - Dedicated Bandwidth 100/100 MBPS, Static IP(s), 24/7/365 SLA & 100% Uptime Ensured